

Board of County Commissioners Agenda Request

Date of Meeting: July 13, 2004
Date Submitted: July 7, 2004
To: Honorable Chairman and Members of the Board
From: Parwez Alam, County Administrator *PA*
Lillian W. Bennett, Assistant to the County Administrator *LWB*
Subject: Update and Timeline for Completion of the Market Feasibility Study for the
Redevelopment of the Leon County Fairgrounds

Statement of Issue:

This agenda item provides an update and timeline for completion of the Strategic Planning Group's Market Feasibility Study for the Redevelopment of the Leon County Fairgrounds (Attachment #1).

Background:

At the February 25, 2003 meeting, the Board approved the scope of services for the issuance of a Request for Proposals (RFP) for a market feasibility study to be performed on the potential redevelopment of the North Florida Fairgrounds. At the August 26, 2003 meeting, the Board directed staff to negotiate a contract with Strategic Planning Group to conduct the Market Feasibility Study for the Redevelopment of the Fairgrounds property.

On February 24, 2004, a status report was provided to the Board regarding the progress made in finalizing an agreement with Strategic Planning Group to perform the market feasibility study. In addition, the Board was provided a report which outlined the input and efforts of the Fairgrounds Citizen Advisory Committee. Staff advised the Board that once an agreement was finalized and executed with Strategic Planning Group, a time-line for completion of the study would be developed and provided to the Board for each task outlined in the scope of services. On March 12, 2004, an agreement was executed between Leon County and Strategic Planning Group to begin work on the Fairgrounds Market Feasibility Study (Attachment #2).

Analysis:

Strategic Planning Group (SPG) has begun to perform tasks as outlined in the scope of services for the Fairgrounds Market Feasibility Study. As outlined in Task 2, Public Participation, SPG has met with the major stakeholders, including, Fairgrounds Citizen Advisory Committee members, representatives of the North Florida Fair Association Board, a number of City and County Commissioners, representatives of the Economic Development Council, Business, Real Estate and Development Communities and the Leon County School Superintendent (Attachment #3). SPG has tentatively scheduled neighborhood meetings for the end of August 2004. Attached is a time-line and schedule of deliverables for the market feasibility study (Attachment #1). The following is a summary of the tasks outlined in the scope of services and the associated time-line for completion of each.

**Agenda Request: Update and Timeline for Completion of the Market Feasibility Study for the
Redevelopment of the Leon County Fairgrounds
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Fairgrounds Timeline

- | | | |
|----------|------------------------------------|--------------------|
| • Task 1 | Market Study | August 2004 |
| • Task 2 | Public Participation | On-going |
| • Task 3 | Preliminary Land Use Scenarios | August 2004 |
| | • Neighborhood Meeting | August 30, 2004 |
| | • CAC and EDC Meetings | August 30, 2004 |
| | • North Florida Fair Board | September 2004 |
| | • Board Agenda Item | September 21, 2004 |
| • Task 4 | Market Value/Economic Analysis | |
| | a. Appraisal | October 2004 |
| | b. Final Market Feasibility Report | October 2004 |
| • Task 5 | Conduct Board Workshop | November 9, 2004 |

According to the proposed timeline, the Fairgrounds Market Feasibility Study is scheduled for completion in November 2004. This timeline has been developed to coordinate with the scheduled completion of the Southern Strategy Area Economic Development Plan (EDP). A draft report will be completed by the end of July 2004; however, the City and County Commission's summer breaks will preclude approval of the plan until September 2004. The EDP report and recommendations will be reviewed for any significant impacts or other issues within the SSA which should be considered in the market feasibility study to determine the economic potential for redevelopment of the fairgrounds property.

Options:

1. Accept the update and timeline for completion of the Market Feasibility Study for the Redevelopment of the Leon County Fairgrounds.
2. Schedule a Board Workshop for October 12, 2004 from 2:30-4:00 p.m. to present the Draft Fairgrounds Market Feasibility Study.
3. Do not accept the update and timeline for completion of the Market Feasibility Study for the Redevelopment of the Leon County Fairgrounds or schedule a Board Workshop on October 12, 2004.
4. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Strategic Planning Time-line and Schedule of Deliverables
2. Agreement with SPG for Market Feasibility Study
3. Listing of SPG meetings with Stakeholders

Leon County Fairground Market Study Schedule and Deliverables

ID	Task Name	Start	Finish	Duration	Mar 2004	Apr 2004	May 2004	Jun 2004	Jul 2004	Aug 2004	Sep 2004	Oct 2004
1	Project Kick-Off Mtg, follow up	3/24/2004	4/9/2004	2 6w	3/24	3/28	4/1	4/5	4/19	4/26	5/3	5/10
2	Task 1 Market Report	4/19/2004	8/20/2004	18w	4/19	4/26	5/3	5/10	5/17	5/24	5/31	6/7
3	Task 2 Public Engagement	4/12/2004	10/12/2004	26.4w	4/12	4/19	4/26	5/3	5/10	5/17	5/24	5/31
4	CAC Kickoff Meeting	4/19/2004	4/19/2004	2w	4/19	4/19						
5	County Commissioner Mtgs	4/20/2004	4/20/2004	2w	4/20	4/20						
6	Business, University and County/City Public officials	5/19/2004	5/20/2004	4w	5/19	5/19						
7	Task 3 Preliminary Land Use Scenarios	5/24/2004	8/20/2004	13w	5/24	5/31	6/7	6/14	6/21	6/28	7/5	7/12
8	CAC Meeting	8/30/2004	8/31/2004	4w	8/30	8/30						
9	Neighborhood Mtg	8/30/2004	8/31/2004	4w	8/30	8/30						
10	Comarkslar Mtg	9/21/2004	9/21/2004	2w	9/21	9/21						
11	Task 4 As Is Appraisal	8/9/2004	9/17/2004	6w	8/9	8/16	8/23	8/30	9/6	9/13	9/20	9/27
12	Task 4A Final Land Use Scenarios	9/7/2004	10/11/2004	5w	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26
13	Neighborhood Mtg	10/11/2004	10/12/2004	4w	10/11	10/11						
14	CAC meeting	10/11/2004	10/12/2004	4w	10/11	10/11						
15	Board Workshop	10/12/2004	10/12/2004	2w	10/12	10/12						
16	Task 4B Final Report	10/13/2004	10/26/2004	2w	10/13	10/13						
17	Task 5 Final Presentation	11/9/2004	11/9/2004	2w	11/9	11/9						

Kick-off Meeting. The SPG TEAM met with the County (Ms. Bennett and Planning Staff) to review schedule, finalize responsibilities, set up meeting schedules as well as identify key stakeholders to interview and collect referenced data/material

Kick-off Schedule: April 9, 2004

Task 1. Market Study. SPG will evaluate the Fair Ground site relative to the Tallahassee urban area to establish the market potential for the site. In this evaluation, the consultant will consider not only historical trends, but also proposed development and infrastructure improvements surrounding the site and other relevant factors. At a minimum the consultant shall provide an analysis of existing market characteristics including supply and demand characteristics, demographic data, existing legal conditions (zoning, concurrency, existing plans etc.) and financial variables. The outcome of this analysis should be the potential market demand for the various uses that might be located at the site, and the timing of this demand.

SPG will wait until completion of the Southern Strategy (Tasks 1-3) before finishing draft report as Southern Strategy will impact the Fairgrounds.

Task 1. Deliverables:

- a. A written report or portion of an overall report summarizing what market variables and data were included in the establishment of the market potential for the site. This report shall include an analysis of the relevance/significance of the selected market variables and data used to establish the market potential for the site including some treatment of risk potential.

Task 1. Schedule: Deliverable due by August 20, 2004

Task 2. Public Participation Plan. The Objectives of the Public Participation Plan are to:

- To work cooperatively with the Fairgrounds Citizen Advisory Committee (CAC) to obtain their support for the findings and recommendations of the Fairgrounds Market Feasibility Study.
- To understand the concerns/desires of stakeholders, including surrounding neighborhoods, businesses, educational institutions, and cultural institutions regarding the reuse of the Fairgrounds and to incorporate those concerns into the recommended redevelopment program and generalized site plan.

Summary of Public Participation Plan Actions:

1. Conduct three CAC meetings with the following objectives:
 First meeting: Provide overview of study and obtain initial CAC input
 Second meeting: Present preliminary findings and conceptual site plans associated with development programs
 Third meeting: Present final recommendations and request CAC endorsement

2. Conduct two neighborhood meetings with the following objectives:
First meeting: Present preliminary findings and conceptual site plans associated with development programs and obtain public input
Second meeting: Present final recommendations to public and obtain comments
3. Offer to hold one-on-one meetings with the following stakeholders:
 - County Commissioners
 - City Commissioners
 - Leon County School Superintendent
 - FAMU President Representative
 - FSU President Representative
4. Attend business stakeholder meeting(s) to be coordinated by the Economic Development Commission.

Public Participation Plan Actions:

1. Meetings with CAC

First Meeting: April 19, 2004:

1. Review CAC objectives to understand their desires for the property
2. Review consultant work plan and schedule
3. Affirm need for CAC representatives to communicate with their institutions/ organizations
4. Identify any issues/concerns consultant may have with recommendations of CAC to date

Materials to be provided:

Handout of project scope, schedule, and contacts.

Second Meeting: August 30, 2004

1. Review preliminary findings of feasibility study
2. Identify questions and concerns
3. Discuss preliminary site planning issues
4. Affirm need for CAC representatives to communicate with their institutions/ organizations
5. Request CAC preliminary vote in support of report findings

Materials to be provided:

Summary of study findings
Site plan alternatives

Third Meeting: October 11, 2004

1. Present final report
2. Present summary of neighborhood meeting
3. Respond to questions and comments

Materials to be provided:

Copies of report to be presented to Board of County Commissioners.

2. Stakeholder/ Resource Meetings:

First Meetings: April 19 and 20, 2004

1. North Florida Fairgrounds Executive Director, staff and Board Representative
2. SouthWood Representatives
3. Talcot Representative
4. Commissioner Bill Proctor
5. Commissioner Bob Rackleff
6. EDC and Planning Department Staff
7. Executive Director, Cultural Resources Commission

Second Meetings: May 19 and 20, 2004

1. County Commissioners
2. City Commissioners
3. Leon County School Superintendent
4. Business Stakeholders (to be organized by the EDC)
5. Other development interest representatives

3. Neighborhood Meetings

First Meeting: August 30, 2004

1. Present preliminary findings and recommendations of the study
2. Obtain input regarding site planning and use issues

This meeting will be held in workshop format, where individuals will be able to provide written comments and mark up working maps of the site and surrounding areas.

Invitees:

- Neighborhood residents
- Churches/Other Institutions

- Schools
- City Parks and Recreation (Jack McLean Park)
- Members of the CAC

Material to be provided:

- Handout of project scope, schedule, and contacts
- Summary of preliminary findings
- Site plan alternatives
- Comment sheet

Notice: Notice requirements will be determined in conjunction with Lillian Bennett, Leon County Administrator's Office.

Second Meeting: October 11, 2004

Invitees: Same as first meeting

1. Present findings and conceptual site plans
2. Respond to questions and comments

Materials to be provided:

- Summary of study findings and recommendations
- Site Plan alternatives

Meeting Material and Documentation:

SPG, Inc. will provide written agenda material. Wendy Grey Land Use Planning will provide maps and site plans.

Wendy Grey Land Use Planning will prepare and submit to SPG, Inc., Lillian Bennett (Leon County Administrator's Office), and Wayne Tedder (Tallahassee-Leon County Planning Department) summaries of all meetings and open houses within five working days of such meetings.

Task 3. Land Use Scenarios. Based on the information gathered in Task 1, and initial stakeholder/staff input and a review of surrounding land uses, the SPG TEAM will propose, at least, three possible land use mix scenarios for the subject site. These scenarios should consider alternative objectives, such as return on property, providing uses compatible and complementary to surrounding areas, and creating a destination location with secondary economic benefits to adjacent areas. This evaluation should also consider the constraints and advantages of the subject site, including issues such as concurrency, access, environmental constraints, etc. There is no required land use scenario, however, this site will not be considered for warehouse or industrial uses. The existing football stadium, adjoining parking lot and agricultural extension office are to remain on the site. As part of this task, the consultant will also estimate the likely timing and build-out yield of each scenario.

Task 3. Deliverables:

- a. A written report or portion of the overall report providing a minimum of three redevelopment scenarios for the fairgrounds site. This report should include a recommended redevelopment scenario based on the research conducted under Task 1 as well as an estimated development-timing schedule and likely yield at build out.
- b. After stakeholder meetings (described in Task 2), SPG will prepare a draft final concept plan

Task 3. Schedule: Draft Plans completed by August 27, 2004. Meetings with CAC, Neighborhood and Commission identified in Task 2.

Task 4A. Prepare a market value/economic analysis based on future land use scenarios

Based on the results of Tasks 1, 2, and 3, the SPG TEAM will evaluate land value for the fairgrounds site, and will calculate the current market value of the fairgrounds site based on future land use scenarios, using the assumptions supplied by the County with respect to the relocation costs of the existing fairground facilities, and shall include estimated costs for site preparation, including demolition. SPG will provide an appraisal of the current value of the land under its current use. As part of determining the Fairgrounds current value, SPG, working with the County and Fairground Association, will attempt to determine if any of the existing structures could be relocated/reused at a new site. Finally, working with the County, SPG will estimate the cost of relocating the Fair Facilities to another area of the City/County. Given this cost for relocation, the consultant will develop different economic strategies, based on the approved development scenario developed in the preceding tasks, that could generate revenues to cover all or part of the cost to fund the relocation of the fairgrounds.

SPG will also evaluate constraints to development (including factors such as concurrency management) and the effects of these constraints on marketability and value of the property, and will propose actions that could be taken to remedy these constraints. This cost analysis is intended to be utilized in future negotiations should this project move forward.

Task 4A. Deliverables:

- a. A written report of portion of the overall report that provides a market value of the fairgrounds site that will supplement the existing infrastructure appraisal that has already been conducted. This report shall include an estimated cost for initial site preparation and demolition work.

Task 4A. Schedule: As is Appraisal on or before October 18, 2004

Task 4B. Final Fairground Market Report. Based on the findings of Task 3 and Task 4A, SPG will prepare a Redevelopment Market Report of the Fairgrounds. **Conduct a workshop with the Board of County Commissioners concerning the results of the study on October 12, 2004.**

Task 4B. Deliverable: SPG will prepare the final Market Report for the Fairgrounds.

Task 4 B. Schedule: Final draft report on or before October 26, 2004.

Task 5. Schedule: The Final Report Presentation

Task 5. Deliverables:

- a. A verbal presentation that provides the results of the market feasibility study of the fairgrounds site. This presentation shall also address any issues or questions raised by the Board during the scheduled workshop.

Task 5. Schedule: The Final Presentation is scheduled for November 9, 2004.

Attachment # 2
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**AGREEMENT FOR THE MARKET FEASIBILITY STUDY
FOR REDEVELOPMENT OF THE NORTH FLORIDA FAIRGROUNDS**

THIS AGREEMENT is made and entered into this 12th day of March, 2004, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Strategic Planning Group, a Florida corporation, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the COUNTY has determined that it would be in the best interest of the citizens of Leon COUNTY, Florida, that the COUNTY be able to utilize the services of private persons when such services cannot be reasonably provided by the COUNTY; and

WHEREAS, the COUNTY desires to engage the professional economic/market research and public involvement services of the CONSULTANT to prepare and conduct the Market Feasibility Study for Redevelopment of North Florida Fairgrounds (hereinafter Project). The overall Project area, shown in Exhibit "B", is commonly referred to as the Fairgrounds; and

WHEREAS, the CONSULTANT desires to provide such professional economic/market research and public involvement services in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the COUNTY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional economic/market research and public involvement services and perform the tasks outline in the Scope of Services attached as Exhibit "A" and made a part hereof.

SECTION 2. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced on the date of issuance of the Notice to Proceed issued by the COUNTY and shall be completed within 180 days after date of the Notice to Proceed, unless the Scope of Services or schedule of performance are amended as provided herein.

SECTION 3. CHANGES IN SCOPE OF SERVICES. The COUNTY or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services. The parties shall negotiate any changes or revisions to the work described in Exhibit "A" or changes in compensation. Such changes and adjustments must be authorized in writing by the COUNTY.

SECTION 4. DELAYS. In the event there are delays caused by actions of the COUNTY, its employees or agents or other governmental agencies, which delay the completion, the COUNTY will grant to the CONSULTANT reasonable extensions of the time for completion. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient contract time remains within which to complete services on the Project. In the event there have been delays that would affect the Project completion date, the CONSULTANT shall submit to the COUNTY a written request for an extension of time to complete the project, which identifies the reason(s) for the delay and the amount of time related to each reason. The COUNTY shall review the request and make a determination, in its sole discretion, whether the extension should be granted in whole, granted in part or denied.

SECTION 5. CONTRACT SUM. For the satisfactory completion of all services detailed in Exhibit "A", the CONSULTANT shall be paid a total fee of \$55,000, which shall include all direct expenses and subconsultant fees.

SECTION 6. PAYMENTS. The CONSULTANT shall submit monthly invoices for work completed in each task to the COUNTY. The COUNTY shall pay the CONSULTANT within thirty (30) days of submission and approval of invoice for all satisfactory services rendered.

SECTION 7. ERRORS AND OMISSIONS. Any Scope of Services changes required due to the CONSULTANT'S errors and or omissions shall be done by the CONSULTANT at its own cost without obligation to the COUNTY.

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverables, plans, and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the COUNTY after payment is made to the CONSULTANT.

SECTION 9. NO CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the total fee, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this Project, except when the COUNTY Good Faith Committee approves an exception.

SECTION 12. CONFLICT OF INTEREST. The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or unit of government that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

SECTION 13. ASSIGNMENT. The COUNTY and the CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and neither of such other party, in respect to all covenants of this Agreement; and neither the COUNTY nor the CONSULTANT will assign or transfer their interest in this Agreement without the prior written consent of the other.

SECTION 14. SUBCONSULTANTS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any additional subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the COUNTY. The CONSULTANT is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 15. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of the Agreement, the relationship of CONSULTANT and its subconsultant(s) to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find CONSULTANT or its subconsultant(s) entitled to any of the rights, privileges or benefits of COUNTY employees.

SECTION 16. INDEMNIFICATION. The CONSULTANT agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, including attorney's fees, or lawsuits for damages for injuries to persons or damage to property from incidents occurring during the performance of the services and arising out of the errors, omissions or negligent acts of the CONSULTANT related to the services contemplated herein. In suits against COUNTY arising under this Agreement, the COUNTY may, at its option, defend itself or allow the CONSULTANT to provide the defense.

SECTION 17. INSURANCE.

(a) CONSULTANT shall provide, pay for, and maintain in force at all times during the term of the Agreement, insurance, including Worker's Compensation Insurance, General Liability Insurance, Property Damage Insurance and Professional Liability Insurance, in amounts at least equivalent to the amounts set forth below.

(b) Such coverage, policy or policies may be provided as part of a self-insurance program acceptable to COUNTY and/or issued by companies licensed and authorized to do business in the State of Florida. CONSULTANT shall specifically protect COUNTY by naming COUNTY as a named insured under such coverage or policies. Such insurance shall contain, as a minimum, the following provisions, coverage and policy limits of liability:

(1) Professional Liability Insurance. CONSULTANT shall carry limits of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per claim.

(2) General Liability Insurance. CONSULTANT shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of any one occurrence.

(3) Property Damage Insurance. CONSULTANT shall carry liability limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage.

(c) Prior to the commencement of work hereunder, the CONSULTANT shall furnish to the COUNTY a certificate of self-insurance, if the coverage includes a self-insurance program, or a certificate of insurance issued by the CONSULTANT'S insurance company, including the above-stated coverage limits. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the coverage or policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. The COUNTY reserves the right to require a certified copy of such coverage or policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit

CONSULTANT'S liability under the provisions of the indemnification clause.

(e) The CONSULTANT agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.

SECTION 18. SERVICES NOT PROVIDED FOR. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by the COUNTY.

SECTION 19. ENTIRE AGREEMENT. It is understood and agreed that this Agreement including exhibits and references is the entire Agreement between the parties, and supersedes all prior oral agreements and negotiations between the parties relating to the subject matters hereof.

SECTION 20. REQUIREMENT OF A WRITING. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

SECTION 21. REPRESENTATIVE OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by the Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one (1) or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 22. NOTICES. Whenever either party desires or is required to give notice unto the other, notice may be sent to:

FOR CONSULTANT

Robert J. Gray, AICP
Strategic Planning Group, Inc.
2453 South Third Street
Jacksonville Beach, FL 32250

FOR LEON COUNTY

Lillian Bennett.
Assistant to the County Administrator
Leon County Administrator's Office
301 South Monroe Street- 5th floor
Tallahassee, FL 32301

SECTION 23. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) Immediately discontinue all services affected (unless the notice directs otherwise),
and

(2) Deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid its compensation for services performed to the date of termination based on the percentage of work satisfactorily completed. The COUNTY shall not be obligated to pay for any services performed by CONSULTANT after notice of termination has been given.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this clause.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 24. PERMITS, FEES, LICENSES. Permits, fees and licenses necessary for performance of work pursuant to this Agreement will not be waived by COUNTY and CONSULTANT shall be responsible for obtaining and shall pay for any such required permits, fees, and licenses.

SECTION 25. ATTORNEY FEES. If any action at law or in equity shall be brought for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION 26. ATTACHED EXHIBITS.

EXHIBIT "A" - Scope of Services

Pages 1 thru 5

EXHIBIT "B" - Project Area Map

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.


STRATEGIC PLANNING GROUP, INC.
A Florida Corporation

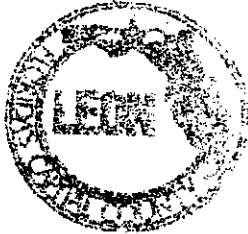
BY: _____


Robert J. Gray, Chairman & CEO

LEON COUNTY, FLORIDA

BY: _____


Jane G. Sauls, Chairman
Board of County Commissioners



ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

Approved as to Form:
Leon County Attorney's Office

By: _____


Herbert W.A. Thiele, Esq.
County Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Attachment # 2
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General Project Description and Introduction:

The Leon County Board of County Commissioners (hereinafter COUNTY) will engage the professional economic/market research and public involvement services of Strategic Planning Group, Inc. (hereinafter CONSULTANT) to prepare and conduct the Market Feasibility Study for Redevelopment of North Florida Fairgrounds (hereinafter PROJECT). The overall project area, shown in Exhibit B, is commonly referred to as the fairgrounds.

The goals of this project are expressed below in detail but shall include conducting a market feasibility study for the potential for redevelopment of the existing fairgrounds site and a land value appraisal of the current fairgrounds site. The project entails the development of at least three possible redevelopment scenarios based on sound market research and utilizing professionally accepted methodologies. These scenarios developed are not to include industrial or warehousing land uses. The existing football stadium, adjoining parking lot and agricultural extension office are to remain on the site. This study will include community input and the selected consultant will be responsible for ensuring that adequate community input is facilitated when developing the possible redevelopment scenarios.

The Leon County Administrator's Office will serve as the main contract administrator for this project assisted by the Tallahassee/Leon County Planning Department. They will provide contract administration that includes, but is not limited to project coordination, review and approval of modifications to the scope of services plan or schedule, and review and approval of invoices. The Leon County Administrator's Office and the Planning Department reserves the right to contract certain portions of the work known as "contract administration". If needed the Administrator's Office and the Planning Department will be responsible for certain portions of the work, including assisting with "in-house" or unoriginal data collection and coordination of the public involvement portions of this project.

Background:

The County has expressed interest in considering development of a mixed use project at the 142 acre North Florida Fair Association location.

The 142 acre North Florida Fair location was at one time considered as being on the outskirts of Tallahassee. After years of development the fairground location is now in an integral part of the city and the community. The possibility of this property being developed as a mixed-use project could serve as an economic benefit for the southern portion of the community, which has been targeted for a variety of economic and social programs.

The North Florida Fair Association has a lease agreement with Leon County that expires on December 31, 2067. On January 1 of each calendar year, the North Florida Fair Association pays a \$1 rental fee to Leon County for the use of the fairground property. However, if the Fair Association and the County agree, the lease could be terminated upon mutual agreement of the parties or the location of the fairgrounds could be changed upon mutual agreement of the parties. Hence, before the fairgrounds can be moved, a new location must be identified. Staff has done preliminary work on this issue. The initial appraisal (conducted in 2002) estimated the current fairground infrastructure value to be approximately \$7.2 million. This figure did not include an estimate of land value.

The current regulatory scheme and existing plans for the area surrounding the fairgrounds site are briefly described below in order to provide background information on which the consultant may expand upon. The Fairgrounds property is currently zoned "Planned Unit Development" (PUD). The concept plan for the PUD allows the range of uses associated with the Fairgrounds. The Leon County Fairgrounds site is also within numerous designated planning initiative areas tied to the southern portion of the County.

The site is included in both the Southern Strategy area and the Central City initiatives. The area is also in the South Monroe sector plan boundaries. In 2002, the South Monroe Sector Plan area was the subject of a market study that documented the underlying physical, social and economic characteristics of the South Central and South Monroe Sector Plan areas which might contribute to the pattern of real estate development or other investment likely to occur. The study analyzed the land use composition in these sectors and the level of historical residential, retail, industrial and institutional development over the past ten years. Based upon this information, the study included projections for the future of this area. The study determined that some growth had occurred in these sectors over the past ten years but not to the level of other areas in the City/County. Even with aggressive investment in this area, in the short-term the level of investment would not drastically change. However, the long term growth of the South Monroe and South Central area could drastically change. A final observation of the consultants was the limitation of large lots for development and that many of these properties are in a public use thus limiting the market opportunities for private investment.

To the north, the area is surrounded by Downtown, Florida A & M, and historic neighborhoods. To the southeast are two major developments: Southwood, a mixed use project, and the State office complex (Capital Circle Office Center). New development on the fairgrounds could provide a focal point in the South Monroe area, consisting of business, residential, employment, recreational and other activities that more directly serve nearby uses. Along these lines, the following needs to be considered in the evaluation of the market potential for this site:

- *Northeast Wakulla County Sustainable Community Project:* Wakulla County, located immediately south of Leon County, is currently processing an amendment to their Comprehensive Plan that would facilitate a large mixed use project close to the County's northeast border with Leon County and accessible from Woodville Highway. This project is located near an existing correctional facility and industrial park. If approved, the project is expected to yield 1,000 single-family homes, 250 multi-family units, 300,000 square feet of commercial development and a 200,000 square foot business park. Currently, Wakulla County is in process of providing a response to objections, recommendations and comments issued by the Florida Department of Community Affairs regarding this plan amendment.
- *Southwood:* The St. Joe Company is currently developing 3,241 acres located in southeast Tallahassee known as Southwood. Southwood is located to the north of Apalachee Parkway, south of Tram Road is accessible from Capital Circle. The project is currently approved to yield 4,770 single and multi-family residential units, 799,503 square feet of commercial/retail development, 2,728,381 square feet of industrial development, 230,000 square feet of educational/institutional development and 2,194,117 square feet of office development at full build out provided that traffic concurrency issues can be resolved over the life of the project. This project is one of two major development tracts within the Southeast Sector Plan area as provided for within the Tallahassee-Leon County Comprehensive Plan.

- *Colin English Property:* The Colin English property is one of two development tracts within the Southeast Sector Plan area as provided for within the Tallahassee-Leon County Comprehensive Plan. This property is approximately 1,000 acres. To date there have been no development plans submitted for this property, however, the Comprehensive Plan provides for the development of approximately 1,820 residential dwelling units and 167 acres of non-residential development (office, commercial and industrial) on this tract provided concurrency and other regulations can be met.
- *Crawfordville Road Widening Project:* Plans are currently underway to widen Crawfordville Road to four lanes from L.L. Wallace Road to Wakulla Springs Road. The Florida Department of Transportation completed the right-of-way acquisition phase of this project in March of 2003 and construction began in November of 2003. Projected traffic for this facility is 28,300 annual average daily trips (AADT) in year 2007 and 44,700 AADT in year 2027.
- *Tram Road Widening Project:* The current Year 2020 Long Range Transportation Plan (Adopted Cost Feasible Plan) includes a project that would widen Tram Road for four lanes from Monroe Street to Capital Circle SW. However, funding for this project is not identified within the current Leon County five year Capital Improvement Program (FY 02/03 through FY 06/07).
- *Current Student Housing/Apartment Development:* Plans have recently been approved or are in process to build several student housing/apartment developments in the vicinity of the current fairgrounds site. These developments are as follows: The Greens at College Club, 46 units on 9.8 acres located at 229 Tram Road (parcel # 41-13-20-009-0000); Adams Place Apartments, 180 units on 13.76 acres, located west of S. Adams Street near Bass Street (parcel # 41-12-20-456-0000); and University Gardens, 97 units on 8.1 acres, located between Calhoun Street and Meridian Road (parcel # 41-12-20-020-0000). Other such plans may be in process and should be considered as well.

Tasks:

Task 1. Market Study. The consultant will evaluate the site relative to the Tallahassee urban area to establish the market potential for the site. In this evaluation, the consultant will consider not only historical trends, but also proposed development and infrastructure improvements surrounding the site and other relevant factors. At a minimum the consultant shall provide an analysis of existing market characteristics including supply and demand characteristics, demographic data, existing legal conditions (zoning, concurrency, existing plans etc.) and financial variables. The outcome of this analysis should be the potential market demand for the various uses that might be located at the site, and the timing of this demand.

Task 1. Deliverables:

- a. A written report or portion of an overall report summarizing what market variables and data were included in the establishment of the market potential for the site. This report shall include an analysis of the relevance/significance of the selected market variables and data used to establish the market potential for the site including some treatment of risk potential.

Task 2. Public Participation Plan. Development of the land use scenarios will require public participation to identify the desire of surrounding stakeholders relative to potential uses, as well as their concerns with respect to compatibility. Public Participation will include meetings with representatives of the existing Fairgrounds Citizen Advisory Committee, Neighborhood and Business Associations, North Florida Fair Association, Universities and Community College, Civic and Cultural organizations and other stakeholders as needed. The consultant will provide a plan for ensuring this public input. The County will be responsible for refreshments at public workshops/focus groups if required.

Task 2. Deliverables:

- a. A written plan or portion of the overall report providing for the anticipated facilitation of public input throughout the process. This plan will provide a summarization of issues identified as a result of the public involvement process.

Task 3. Land Use Scenarios. Based on the information gathered in Task 1, and a review of surrounding land uses, the consultant will propose, at least, three possible land use mix scenarios for the subject site. These scenarios should consider alternative objectives, such as return on property, providing uses compatible and complementary to surrounding areas, and creating a destination location with secondary economic benefits to adjacent areas. This evaluation should also consider the constraints and advantages of the subject site, including issues such as concurrency, access, environmental constraints, etc. There is no required land use scenario, however, this site will not be considered for warehouse or industrial uses. The existing football stadium, adjoining parking lot and agricultural extension office are to remain on the site. As part of this task, the consultant will also estimate the likely timing and build-out yield of each scenario.

Task 3. Deliverables:

- a. A written report or portion of the overall report providing a minimum of three redevelopment scenarios for the fairgrounds site. This report should include a recommended redevelopment scenario based on the research conducted under Task 1 as well as an estimated development-timing schedule and likely yield at build out.

Task 4. Complete a market appraisal value/economic analysis of land value based on future land use scenarios

Based on the results of Tasks 1 and 2, the consultant will evaluate land value for the fairgrounds site, and will calculate the current market value of the fairgrounds site based on future land use scenarios, using the assumptions supplied by the County with respect to the relocation costs of the existing fairground facilities, and shall include estimated costs for site preparation, including demolition. The consultant will provide an appraisal of the current value of the land under its current use. As part of determining the Fairgrounds current value, the consultant, working with the County and Fairground Association, will attempt to determine if any of the existing structures could be relocated/reused at a new site. Finally, working with the County, the consultant will estimate the cost of relocating the Fair Facilities to another area of the City/County. Given this cost for relocation, the consultant will develop different economic strategies, based on the approved development scenario developed in the preceding tasks, that could generate revenues to cover all or part of the cost to fund the relocation of the fairgrounds.

The consultant will also evaluate constraints to development (including factors such as concurrency management) and the effects of these constraints on marketability and value of the property, and will propose actions that could be taken to remedy these constraints. This cost analysis is intended to be utilized in future negotiations should this project move forward.

Task 4. Deliverables:

- a. A written report of portion of the overall report that provides a market value appraisal of the fairgrounds site that will supplement the existing infrastructure appraisal that has already been conducted. This report shall include an estimated cost for initial site preparation and demolition work.

Task 5. Conduct a workshop with the Board of County Commissioners concerning the results of the study.

Task 5. Deliverables:

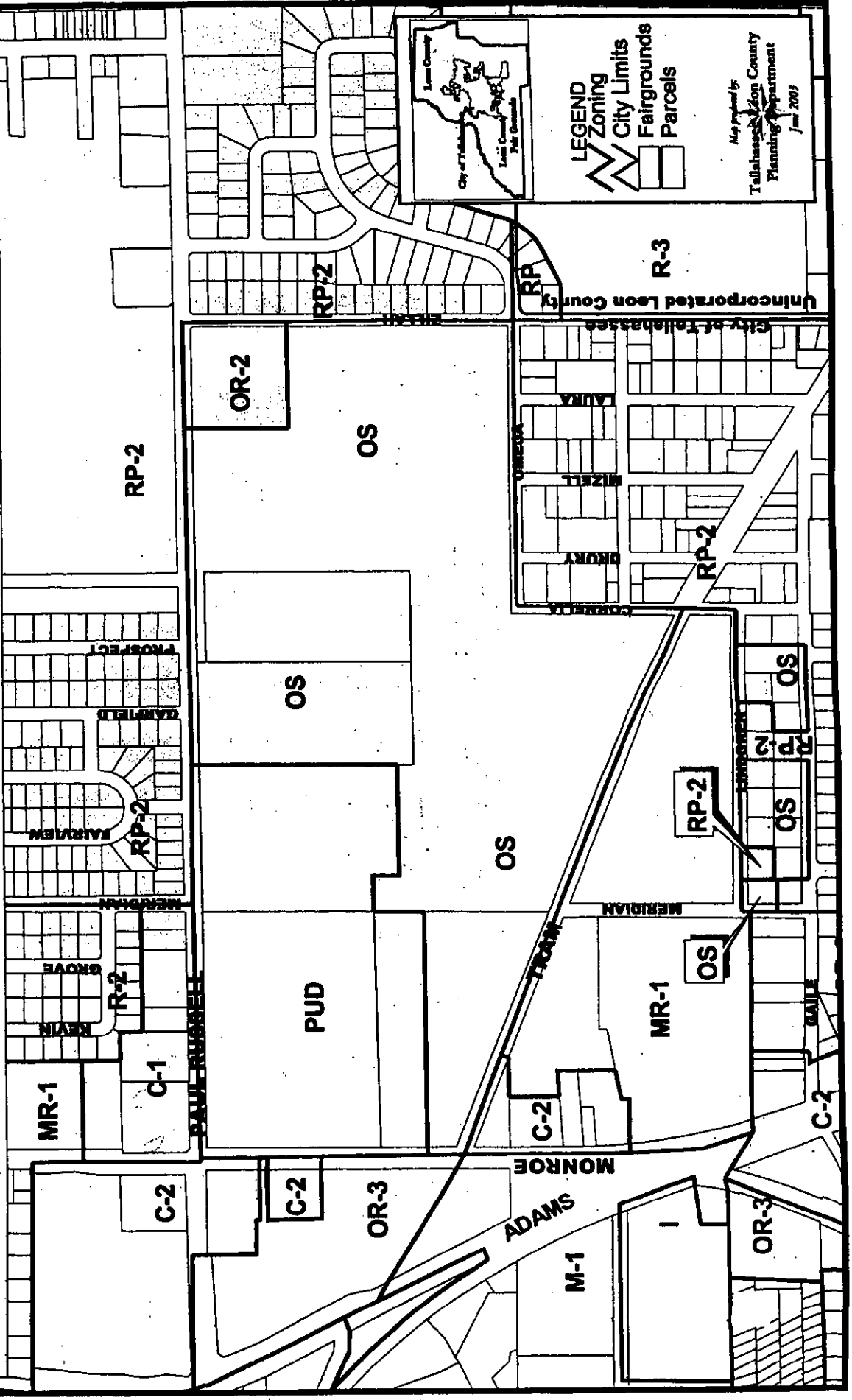
- a. A verbal presentation that provides the results of the market feasibility study of the fairgrounds site. This presentation shall also address any issues or questions raised by the Board during the scheduled workshop.

Deliverables:

Deliverables are described herein the Scope of Services. The Consultant will provide an estimated timeline and cost for completion of each task outlined in the Scope of Services. The Consultant will provide thirty (30) originals of all deliverables to the Leon County Administrator's Office in paper format. All deliverables shall also be delivered in digital web ready format.

Exhibit B

Leon County Fairgrounds - Zoning



LEGEND
Zoning
City Limits
Fairgrounds
Parcels

Map prepared for:
Tallahassee Leon County
Planning Department
June 2003

City of Tallahassee
Leon County
Public Officials

SUMMARY OF SITE SPECIFIC ZONING DISTRICTS

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Attachment # 2
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<u>Zoning Districts</u>	<u>Summary of Allowed Uses</u>	<u>Notes</u>
OS Open Space	Public and private open space and natural areas.	Applies to large tracts of public and private open space.
RA Single Family Detached Residential	Single family detached houses at a maximum density of 1 unit per acre, recreation and community facilities.	Located at the periphery of the Urban Service Area, in areas without sanitary sewer service and unlikely to be served, and in areas with environmental constraints.
R-1 Single Family Detached Residential	Single family detached houses with densities up to 3.63 units per acre, recreation and community facilities.	Primarily used for existing subdivisions developed to these standards.
R-2 Single Family Detached Residential	Single family detached houses with densities up to 4.84 units per acre, recreation and community facilities.	Primarily used for existing subdivisions developed to these standards.
R-3 Single Family Detached, Attached and Two Family Residential	Single family detached and attached houses and two family dwellings with densities up to 8 units per acre, recreation and community facilities.	Used for existing subdivisions developed to these standards and for vacant property deemed appropriate for low density residential.
R-4 Low Density Residential	Same as R-3, plus apartments up to 8 units per acre and prohibits front yard parking for other than single family.	Primarily applied to existing or approved low density apartment projects.
R-5 Manufactured Home and Single Family Detached Residential	Single family detached houses and manufactured homes with densities up to 8 units per acre, recreation and community facilities.	Used for existing subdivisions developed to these standards and nearby vacant land.
MH Manufactured Home Park	Manufactured home parks with densities up to 8 units per acre, accessory uses such as food shops and community centers, recreation and community facilities.	Used for existing manufactured home parks developed to these standards.
MR-1 Medium Density Residential	Single family detached and attached, two family and multiple family (apartment) dwelling units with densities between 8 - 16 units per acre, day care, recreation and community facilities.	Establishes minimum densities to encourage urban densities in appropriate locations. Allows for lower densities when required by environmental or concurrency limitations.
OR-1 Office Residential (Low Density)	Single family detached and attached, and two family units with densities up to 8 units per acre, nursing homes, professional offices and studios, day care, bed and breakfast, recreation and community facilities. New non-residential development limited to 10,000 square feet per acre.	Establishes standards designed to preserve residential character of the district, and establishes special parking and lighting standards.

SUMMARY OF SITE SPECIFIC ZONING DISTRICTS

11/1/97 - Page 2 of 3

Attachment # 2
Page 24 of 26

<u>Zoning Districts</u>	<u>Summary of Allowed Uses</u>	<u>Notes</u>
OR-2 Office Residential (Medium Density)	Mix of residential and related uses. Allows residential use from 8 - 16 units per acre and accessory ground floor retail. Non-residential development is permitted up to 20,000 square feet per acre.	Generally used in areas designated Mixed Use A where a mix of office and residential use is appropriate. Establishes minimum density to encourage urban density development.
OR-3 Office Residential	Similar to OR-2, but allows residential from 8 - 20 units per acre. Nonresidential development in Mixed Use C is allowed up to 40,000 square feet per acre with 50% of the parking in a structure.	Minimum density same as MR-1. This district is appropriate in Mixed Use B and C areas where a mix of office and residential is desired.
OA-1 Airport Vicinity	Office, research, cemeteries, golf courses and recreation uses. Land use intensity is limited to 20,000 square feet per acre.	Designed to apply to properties near Tallahassee Regional Airport which experience noise levels exceeding State and Federal thresholds.
CM Medical Arts	Hospitals, nursing homes, medical offices, clinics, laboratories, commercial uses not inconsistent with medical related uses, single family attached and multiple family housing with densities between 8 - 20 units per acre, recreation and community facilities. Nonresidential use up to 80,000 square feet per acre, except hospitals which are permitted up to 176,000 square feet per acre.	Designed to preserve and enhance the function of the community's hospitals and related medical facilities. Establishes minimum density for exclusively residential projects. Allows for lower densities when required by environmental or concurrency limitations.
C-1 Neighborhood Commercial	Retail commercial, restaurants, personal services, recreation & community facilities. Dwelling units above the ground floor up to 16 units per acre and nonresidential use up to 10,000 square feet per acre. Each C-1 zoning district is limited to 10 acres.	This district helps implement Comprehensive Plan goals of locating commercial uses closer to homes by limiting uses and scale of buildings. This district is designed to create commercial areas compatible with nearby homes. C-1 districts require access from a collector roadway.
C-2 Neighborhood Commercial	Retail commercial, restaurants and bars, offices, auto repair, personal services, recreation, community facilities. Dwelling units above the ground floor up to 16 units per acre and nonresidential use up to 12,500 square feet per acre.	This district provides for commercial uses that may serve several nearby residential neighborhoods. C-2 districts require access from an arterial roadway. Standards are included to limit spread along arterial roadways. Each C-2 zoning district is limited to 20 acres.

SUMMARY OF SITE SPECIFIC ZONING DISTRICTS

11/1/97 - Page 3 of 3

Zoning Districts

Summary of Allowed Uses

Notes

UP-1 / UP-2

Urban Pedestrian

Retail commercial, restaurants and bars, offices, personal services, recreation, community facilities. UP-1 and single use developments are limited to 16 dwelling units and 20,000 square feet of nonresidential use per acre. Multiple use projects in UP-2 are permitted up to 20 units per acre and 40,000 square feet of nonresidential use.

This district is designed to promote redevelopment at urban densities and intensities at locations along arterials where a mix of commercial, office and residential use is appropriate. Minimum density of 8 units per acre for residential only use. Design standards are established to promote pedestrian oriented environment.

CP Commercial Parkway

Widest range of commercial use including auto sales, manufactured home sales, all auto service, community facilities. Nonresidential use is allowed up to 25,000 square feet per acre.

Recognizes and accommodates "commercial strip" development. This district is applied to current development and may be established in TPA and CPA areas. Strict access management standards are included to protect the capacity of arterial roadways.

IC Interchange Commercial (not applicable to incorporated areas of Tallahassee)

Hotel, restaurant, retail shopping, offices, light manufacturing, warehousing, and community and recreational facilities. Minimum district size is 40 acres.

This district is intended to be located at interchanges with I-10 and facilitate intense commercial activity directly related to through traffic on I-10. The IC district does not allow heavy industrial, truck stops, residential use or other uses which would limit economic development within the district.

M-1 Light Industrial

Warehousing, indoor manufacturing, screened outdoor storage, community services, heavy infrastructure. Buildings permitted up to 20,000 square feet per acre.

Restricts uses not commonly associated with light industrial uses so that these areas can serve their intended function without incompatibility problems occurring.

TPA Target Planning Area tracts

Requires four different land uses and Planned Unit

Applies to properties 200 - 1,000 acres. Owners of large

Development review prior to development.

smaller than 200 acres may request this designation.

CPA Critical Planning Area

Requires four different land uses and a Comprehensive Plan amendment prior to development.

Applies to properties larger than 1,000 acres.

PUD

Planned Unit Development

This zoning designation recognizes developments which have been approved through the Planned Unit Development process. PUDs allow uses and establish development standards unique to each PUD.

The number designation after each PUD (#) provides an index for locating PUDs in City and County files.

DRI Development of Regional Impact

This zoning designation recognizes developments which have been approved through the Development of Regional Impact process. DRIs allow uses and establish development standards unique to each DRI.

The number designation after each DRI (#) provides an index for locating DRIs in City and County files.

Attachment: 2

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**Strategic Planning Group, Inc. Fact Finding Meetings
For the
Market Feasibility Study for the Redevelopment of the North Florida Fairgrounds**

April 19, 2004	
10 AM – 12:00 PM	Fairgrounds Citizen Advisory Committee
12:00 PM – 1:00 PM (Lunch)	Commissioner Bill Proctor
2:00 PM – 3:30 PM	Fairground Exec Director, site visit of facilities: Ron Beckey, Lee Vause, and Don Keenan
4:00 PM – 4:45 PM	Peggy Brady, Executive Director, Cultural Resources Commission
April 20, 2004	
10:00 AM – 10:45 AM	Tim Edmond, St. Joe Company
11:00 AM – 11:45 AM	Ed Murray, Commercial Realtor
12:00 PM- 1:00 PM	Commissioner Bob Rackleff
6:30 PM	Board of County Commissioners District 1 Meeting
May 19, 2004	
9:30 AM	City Commissioner Andrew Gillum
10:00 AM	Mayor John Marks
2:30 PM	School Superintendent Bill Montford
4:00 PM	Peter Rosen and Steve Leoni, Builder/Developers
May 20, 2004	
10:30 AM	County Commissioner Tony Gippa
1:00 PM	Michael Rosen, Benchmark Construction